

STATE OF CONNECTICUT • COUNTY OF TOLLAND  
INCORPORATED 1786

# TOWN OF ELLINGTON

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ELLINGTON, CONNECTICUT 06029-0187

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www.ellington-ct.gov

MAURICE W. BLANCHETTE  
First Selectman

JAMES M. PRICHARD  
Deputy First Selectman

LAURIE E. BURSTEIN  
A. LEO MILLER, JR.  
LORI L. SPIELMAN  
RONALD F. STOMBERG  
JOHN W. TURNER

## PROCLAMATION GIRL SCOUT WEEK

Mr. Blanchette presented a proclamation to the Girl Scouts of the USA proclaiming the week of March 7, 2010 as Girl Scout Week.

BOARD OF SELECTMEN  
March 8, 2010  
Town Hall - Meeting Hall

SELECTMEN PRESENT: Maurice Blanchette, Laurie Burstein, A. Leo Miller, James Prichard, Lori Spielman, Ronald Stomberg and John Turner

OTHERS PRESENT: Nicholas DiCorleto, Finance Officer; George Fetko, Public Works Director; Robert Phillips, Town Planner; Larry Smith, Hartford Courant

### I. CALL TO ORDER:

First Selectman Maurice Blanchette called the meeting of the Board of Selectmen (BOS) to order at 7:37 p.m.

### II. CITIZENS' FORUM:

No one came forward.

### III. APPROVAL OF MINUTES:

A. February 8, 2010 Board of Selectmen Regular Meeting

MOVED (TURNER), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO APPROVE THE BOARD OF SELECTMEN MEETING MINUTES OF FEBRUARY 8, 2010.

### IV. UNFINISHED BUSINESS:

A. Appointment of Planning & Zoning Representatives to Plan of Conservation and Development Implementation Committee:

MOVED (TURNER), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO APPOINT WILLIAM HOGAN AS THE PLANNING AND ZONING COMMISSION REPRESENTATIVE, TO THE PLAN OF CONSERVATION AND DEVELOPMENT IMPLEMENTATION COMMITTEE TO DECEMBER 2, 2013, AS RECOMMENDED BY THE PLANNING AND ZONING COMMISSION.

B. Offer to Purchase Town-Owned Property [between White Road and Lakeview Avenue]:

Mr. Miller asked if there are any further thoughts on the value of the property. Mr. Blanchette said that there have been no new offers on the property. Mrs. Burstein asked if the abutters were notified, and Mr. Blanchette said that notification was mailed to them, bringing in no new interest in this property.

MOVED (TURNER), SECONDED (SPIELMAN) AND PASSED UNANIMOUSLY TO ACCEPT THE OFFER IN THE AMOUNT OF \$1,000 FROM JOHN ECKER OF 10 LAKEVIEW AVENUE TO PURCHASE APPROXIMATELY 10,070 SQUARE FEET OF [LAND LOCKED] TOWN-OWNED PROPERTY, LOCATED BETWEEN WHITE ROAD AND LAKEVIEW AVENUE [APN 129-137-0000] WITH THE FOLLOWING STIPULATION: THAT THIS PROPERTY BE COMBINED WITH THE PROPERTY THE BUYER CURRENTLY OWNS AT 10 LAKEVIEW AVENUE AND SHALL NOT BE SUBDIVIDED. FURTHER, TO AUTHORIZE THE TOWN ATTORNEY TO TAKE THE NECESSARY STEPS TO CLOSE THE SALE OF THIS PROPERTY, INCLUDING NOTING RESTRICTIONS ON THE DEED FROM THE TOWN.

C. Petition to Discontinue Green and Keeney Streets:

Mr. Miller asked if this is in keeping with the map presented previously and does not impinge on the other landowners. Mr. Blanchette presented the map again for the BOS to review. Mr. Phillips, Town Planner, added that a turnaround was added for Emergency Services. The subdivision applicant met with Town staff members on two occasions and everyone is satisfied with the proposal.

MOVED (TURNER), SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO APPROVE AND RECOMMEND TO TOWN MEETING THE DISCONTINUANCE OF PORTIONS OF GREEN AND KEENEY STREETS IN THE CRYSTAL LAKE AREA AS FOLLOWS:

GREEN STREET FROM A POINT 125 FEET SOUTH ALONG GREEN STREET FROM THE NORTHEAST CORNER OF LAND OF CONNECTICUT HERITAGE HOMES, INC., BEING ASSESSOR'S MAP NO. 129-127-0000 AT LAND OF MICHAEL P. AND KAREN H. DAMICO, BEING ASSESSOR'S MAP NO. 129-031-0000, SOUTHERLY TO ITS SOUTH END AT LAND NOW OR FORMERLY OF DAVID L. AND CLAIRE P. DECKER;

AND KEENEY STREET FROM A LINE BETWEEN THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY OF ALICE SAFRANEK, BEING ASSESSOR'S LOT NO. 129-033-0000, AND THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OF MICHAEL P. AND KAREN H. DAMICO, BEING ASSESSOR'S LOT NO. 129-031-0000, SOUTHERLY TO ITS END WITHIN LAND OF CONNECTICUT HERITAGE HOMES, INC., BEING ASSESSOR'S MAP NO. 129-027-0000.

AND FURTHER, TO AUTHORIZE THE FIRST SELECTMAN TO ADD THIS ITEM TO THE AGENDA FOR THE NEXT TOWN MEETING.

D. Town-owned Property - 70-76 South Road:

MOVED (TURNER), SECONDED (SPIELMAN) AND PASSED UNANIMOUSLY TO APPROVE SELLING TOWN-OWNED PROPERTY LOCATED AT 70-76 SOUTH ROAD TO BE SOLD AS A SINGLE LOT AND TO AUTHORIZE THE FIRST SELECTMAN TO LIST THE PROPERTY

WITH A REALTOR, WHO EITHER HAS AN OFFICE IN ELLINGTON OR RESIDES IN ELLINGTON, TO ASSIST IN THE SALE OF THIS PROPERTY. IN THE EVENT THE OFFER FOR THE PROPERTY IS MORE THAN \$40,000, A TOWN MEETING SHALL BE SCHEDULED TO CONSIDER THE SALE, AS REQUIRED BY TOWN CHARTER, SECTION 603 (d).

MOVED (TURNER), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO ADD TO NEW BUSINESS, ITEM J – *REQUEST TO WAIVE CERTIFICATE OF INSURANCE REQUIREMENT- USE OF TOWN PROPERTY* AND ITEM K, *REVISION IN BOARD OF SELECTMEN DEBT PAYMENT BUDGET*.

V. NEW BUSINESS:

A. Tax Refunds/Abatements:

Mr. Miller asked if the line item for \$7,398.13 - First American Com Re Tx Serv (For Autumn Chase) is an actual overpayment or if it was an appeal. Mr. Blanchette did not know, but stated that the indication in the report is that it represents an overpayment. Mr. Miller said that he would vote in favor, assuming that the Tax Collector's records are accurate.

MOVED (TURNER), SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO APPROVE THE TAX REFUNDS IN THE AMOUNT OF \$29,010.36, AS RECOMMENDED BY THE TAX COLLECTOR AND AS SPECIFIED IN THE REFUNDS/ABATEMENT STATEMENT FOR THE MONTH OF MARCH. (**Attached**)

B. Resolution: Department of Transportation Grant for Dial-a-Ride Services:

Mr. Miller noted that the error he brought forward earlier had been rectified. Mr. Blanchette noted that on page 7 of the supporting document, Line item, "ConnDOT Municipal Grant,\*\*\*\*" should read \$80,194; and the "Total Revenue Line" should read \$278,581 which is the same number that appears under "Total System Expenses".

MOVED (TURNER), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO ADOPT THE FOLLOWING RESOLUTION:

BE IT RESOLVED THAT MAURICE W. BLANCHETTE, FIRST SELECTMAN OF THE TOWN OF ELLINGTON, IS DULY AUTHORIZED TO NEGOTIATE AND EXECUTE ALL NECESSARY AGREEMENT/CONTRACT DOCUMENTS ON BEHALF OF THE TOWN OF ELLINGTON WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF CONNECTICUT.

C. Set Public Hearing – Crystal Lake Regatta:

MOVED (TURNER), SECONDED (BURSTEIN) AND PASSED UNANIMOUSLY TO HOLD A PUBLIC HEARING ON MONDAY, APRIL 26, 2010 AT 7:30 P.M. AT THE CRYSTAL LAKE SCHOOL FOR THE PURPOSE OF ALLOWING CITIZENS TO COMMENT UPON THE APPLICATION OF THE CRYSTAL LAKE SAILING CLUB FOR A REGATTA PERMIT.

D. Review BOS Contract Policy/Award Bid for Town Computer Service:

BOS Contract Policy:

Mr. Blanchette noted that the reason the BOS needs to address the contract policy is that the next item on the agenda is dependent on action taken by the BOS on this item. The Town has received a bid for a one-year contract for computer service and maintenance with an option to renew for four additional one-year terms at the same rate. The current BOS policy relating to contracts provides for a one-year contract with an option to renew for two additional one-year terms. Mr. Blanchette added that Mr. DiCorleto, Finance Officer, has requested that a policy change be made. Mr. Miller added that in 2003, he said he was comfortable with a three-year or five-year contract term. He agrees a five-year contract term makes sense. Mr. Miller reviewed the difference between a bid and an RFP, and he added that his plan is that the BOS consider another motion that would call for a maximum of 5 years on any contract, whether it is a competitive bid or an RFP. Mr. Miller said that in terms of tonight's business, he does not believe that the BOS needs to move on this motion, as it is unnecessary. Mrs. Burstein said that she would like to see some limits placed on contract time frames. Mr. Blanchette reminded the BOS that this contract is a four-year contract with a one-year renewal options, so each year this item would come before the BOS and the choice not to renew is there each year. The purpose of the motion is to lock in the price, but not to make a commitment to stay with this vendor. Mr. Turner said that he would like to revisit the bid process so that the Town is not boxed into a corner and unable to negotiate terms that are in the best interest of the Town. Mr. Blanchette asked the BOS members who also serve on the Policy Committee to bring this forward for review.

MOVED (TURNER), SECONDED (MILLER) AND FAILED UNANIMOUSLY THAT THE FOLLOWING MOTION MADE BY THE BOARD OF SELECTMEN ON SEPTEMBER 15, 2003 BE RESCINDED.

*MOVED (MILLER), SECONDED (FRAWLEY) AND PASSED UNANIMOUSLY THAT THE BOARD OF SELECTMEN FORMALLY ADOPT THE FOLLOWING POLICY RESPECTING THE LENGTH OF CONTRACTS UNDER A BID: WHEN PROVISIONS ARE MADE IN A BID FOR ANNUAL EXTENSIONS OF A CONTRACT BY THE TOWN WHEN IT IS ADVANTAGEOUS TO THE TOWN, SUCH EXTENSIONS SHALL BE LIMITED TO TWO ANNUAL TERMS, SO AS NOT TO EXCEED A TOTAL CONTRACT TERM OF THREE YEARS.*

Award Bid for Town Computer Service:

MOVED (TURNER), SECONDED (BURSTEIN) AND PASSED UNANIMOUSLY TO ACCEPT THE BID PROPOSAL SUBMITTED BY THE COMPUTER COMPANY OF CROMWELL, CONNECTICUT, FOR THE SERVICE AND MAINTENANCE OF THE TOWN'S COMPUTER SYSTEM, AS RECOMMENDED BY THE FINANCE OFFICER. AS SPECIFIED IN THE REQUEST FOR PROPOSALS LEGAL NOTICE, THE TERM OF THE CONTRACT SHALL BE FOR ONE YEAR, EFFECTIVE APRIL 1, 2010 WITH THE TOWN HAVING THE OPTION TO RENEW FOR FOUR ADDITIONAL ONE-YEAR TERMS AT THE SAME RATE AS STIPULATED IN THE BID TABULATION (**attached**) AND TO WAIVE THE POLICY MADE BY THE BOS ON SEPTEMBER, 15, 2003 CALLED BOARD OF SELECTMAN CONTRACT POLICY.

E. Inter-town Mutual Aid Memorandum of Understanding – Building Inspection

Mr. Blanchette reviewed the origin of the Memorandum of Understanding (MOU) and the motion from which it originated and noted that it was reviewed by the Town Attorney at that time and passed unanimously by the BOS. Mr. Miller stated that grammatical errors and awkward wording aside, the five-hour provision in this MOU is what he objects to most. Mr. Miller said that he believes payment for services should start from the first hour, without the five-hour provision. He also added that there is language that could cause some problems, as it is counter to other areas of the contract. Mr. Miller expressed concern that if the Town employee is working as a contractor, and paid by another town under a Form 1099, then there is a question of who is picking up the Workers' Compensation for this employee while he/she is on the job in another town. Mr. Turner said the Town of Ellington shouldn't provide coverage if the employee wants to do something on their own time. Discussion was held regarding possible options and Mr. Blanchette asked Mr. Miller to rework the contract and bring it back for further discussion.

MOVED (TURNER), SECONDED (SPIELMAN) AND PASSED [AYE: SPIELMAN/STOMBERG/BURSTEIN/PRICHARD/TURNER; NAY: MILLER] TO APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWNS OF SOMERS, TOLLAND, STAFFORD AND ELLINGTON REGARDING MUTUAL AID SERVICES OF BUILDING OFFICIALS AND TO AUTHORIZE THE FIRST SELECTMAN TO EXECUTE THE MOU DOCUMENT. **(Attached)**

F. Housing Rehabilitation Program - Contract Award for Lead Paint Inspection Services:

Mr. Miller asked if the bid process was followed. Mr. Blanchette said Mr. Peter Sanborn, Ellington Community Development Office Program Manager, indicated in his report the various bids that he received and made his recommendation based on them. Mr. Miller asked if the contract is awarded to Boston Lead Company, can the clearance examinations costs be negotiated. Mr. Blanchette noted that Mr. Sanborn is the expert and he respects his recommendation. Mr. Stomberg added that there may be a familiarity factor in Mr. Sanborn's decision on which company to award the contract.

MOVED (TURNER), SECONDED (STOMBERG) AND PASSED UNANIMOUSLY TO AWARD THE CONTRACT FOR LEAD PAINT INSPECTION SERVICES FOR THE FY 2009 SMALL CITIES HOUSING REHABILITATION PROGRAM TO BOSTON LEAD COMPANY, LLC, IN AN AMOUNT NOT TO EXCEED \$12,000, AS RECOMMENDED BY THE PROGRAM MANAGER AND FURTHER, TO AUTHORIZE THE FIRST SELECTMAN TO EXECUTE THE CONTRACT AGREEMENT.

G. Close Out 2008-09 Unimproved Road Improvement Project [\$39,000];

Mr. Blanchette stated that the State of Connecticut imposed fines on the Town for untimely submission of reports, and it was difficult to prove to the State that the reports were filed on time. The State did, however, reduce the fine from \$14,000 to \$4,350. Additionally, if the Town agrees to execute a mutually agreed upon project, the State will waive the fine altogether. The project that was agreed upon with the State is the installation of a stormceptor on Lake Street. Mr. Turner asked the status of where the Town is in regard to the Clean Water Act, and if further improvement of the run-off water at Crystal Lake is necessary. Mr. Fetko stated that the Town is not under any order to install any other stormceptors in this area. Mr. Turner asked Mr.

DiCorleto if this represents additional money, or if it represents a transfer. Mr. DiCorleto said that it is not additional money, but a transfer of funds.

MOVED (TURNER), SECONDED (STOMBERG) AND PASSED UNANIMOUSLY TO CLOSE OUT THE 2008-2009 CAPITAL NON-RECURRING UNIMPROVED ROAD IMPROVEMENT PROJECT IN THE AMOUNT OF \$39,000 TO THE 2009-2010 UNRESERVED GENERAL FUND BALANCE.

H. \$39,000 Additional Appropriation – Town Road Aid/Materials:

Mr. Miller asked what will be done with the additional \$15,000 above the \$24,000 needed. Mr. Blanchette said that there are no plans for it yet. Mr. Fetko noted that it will provide some flexibility on the cost and the remainder will be used for road improvements.

MOVED (TURNER), SECONDED (SPIELMAN) AND PASSED UNANIMOUSLY TO APPROVE AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF \$39,000 FROM 2009-2010 GENERAL FUND BALANCE TO THE DPW TOWN ROAD AID-MATERIALS ACCOUNT, PENDING BOARD OF FINANCE APPROVAL.

I. Request to Waive Normal Bid Process - DEP Supplemental Environmental Project (SEP) – Hydro Separator Installation, Lake Street:

MOVED (TURNER), SECONDED (SPIELMAN) AND PASSED UNANIMOUSLY TO WAIVE THE NORMAL BIDDING PROCEDURES AND AUTHORIZE THE FINANCE OFFICER TO AWARD THE BID FOR THE IMPLEMENTATION OF THE DEP SUPPLEMENTAL ENVIRONMENTAL PROJECT TO INSTALL A HYDRO-SEPARATOR IN THE STORM DRAINAGE SYSTEM THAT SERVES PART OF ROUTE 140 AND LAKE STREET, BASED ON THE RECOMMENDATION OF THE TOWN ENGINEER WHO SHALL SOLICIT AT LEAST THREE BID PROPOSALS.

J. Request to Waive Certificate of Insurance Requirement – Use Of Town Property:

Ms. Spielman asked what had been the decision in the past. Mr. Blanchette said that the form is new and the situation had not presented itself before. Mrs. Burstein said that there have been other gatherings at the park and there have not been any issues. Mr. Miller suggested that the insurance company that holds the Town's liability policy be asked to issue an endorsement to cover this event. He noted that the charge for this temporary change in coverage could be the responsibility of Mr. Doherty. Discussion was held regarding whether the park is covered by the blanket insurance policy that covers activities on Town property.

MOVED (TURNER), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO GRANT THE REQUEST OF KEVIN DOHERTY TO WAIVE THE REQUIREMENT TO PROVIDE A CERTIFICATE OF INSURANCE, PURSUANT TO THE *USE OF TOWN PROPERTY POLICY AND PROCEDURES*, FOR A WEDDING CEREMONY TO BE HELD AT ARBOR PARK ON MAY 22, 2010.

K. Revision In Board of Selectmen Debt Payment Budget:

Mr. Blanchette explained that the Town put \$100,000 in the Debt budget just last week, and did so to close out the High School/Center School projects. Because of timing, this is not going to occur until budget year 2011-2012. Mr. Blanchette said that this motion is intended to redirect

the \$100,000 to cover the money due for the commitment that was made to the Silverhurst property.

MOVED (TURNER), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO REALLOCATE THE \$100,000 IN THE FY 2010-11 *DEBT INTEREST BUDGET FOR HIGH/CENTER SCHOOL FINAL DEBT ISSUE* TO THE FY 2010-11 *PAYMENT ON DEBT FOR THE FARM PRESERVATION-DOJO ASSOCIATES, LLC*. THE TOTAL DEBT SERVICE REMAINS AT \$3,088,977.

VI. ADMINISTRATIVE REPORTS: So noted, except as follows:

I. Tax Collector:

Mr. Turner expressed concern regarding the \$690,351 unpaid taxes. He added that he knows that Ann Marie Conti is working hard to collect the taxes, but it is still a large amount of money outstanding. Mr. Blanchette noted that it is a lot of money, but not out of line for this type of report. Mr. Turner noted that for those who do pay their taxes, it is aggravating that there are those who do not pay their taxes, with the exception of those who are experiencing a hardship. Mr. Blanchette said that those who do not pay on time are subjected to a high interest rate and the money does come in eventually. The property cannot change hands without the taxes being paid.

K. Town Planner:

Mr. Miller asked Mr. Phillips to explain his request in the 2010-2011 budget for professional development funds. Mr. Phillips said that two employees are involved with their respective professional organizations. He added that a number of staffers attend conferences and educational sessions. Mr. Miller asked if the \$2,700 that was granted will be enough and Mr. Phillips said that it is not a catastrophic cut, but it limits opportunities.

VII. SELECTMEN COMMITTEE REPORTS:

A. Personnel Committee:

1. Resignations: None

2. Appointments:

MOVED (PRICHARD), SECONDED (BURSTEIN) AND PASSED UNANIMOUSLY TO REAPPOINT TERRY SHOOK AS EVAC REPRESENTATIVE TO THE AD HOC EMERGENCY SERVICES COMMITTEE FOR A ONE-YEAR TERM TO FEBRUARY 28, 2011.

MOVED (PRICHARD), SECONDED (BURSTEIN) AND PASSED UNANIMOUSLY TO REAPPOINT JESSE AMSEL AND MARK MACIOLEK TO THE CONSERVATION COMMISSION FOR FOUR-YEAR TERMS TO MARCH 31, 2014.

MOVED (PRICHARD), SECONDED (BURSTEIN) AND PASSED UNANIMOUSLY TO REAPPOINT TIMOTHY DERBY TO THE SHARED SERVICES COMMISSION FOR A THREE-YEAR TERM TO MARCH 31, 2013.

B. Other: None

VIII. SELECTMEN LIAISON REPORTS

Mrs. Burstein noted that she attended the meetings of the Conservation Commission and the Human Services Commission.

IX. FIRST SELECTMAN'S REPORT There was no report.

X. CORRESPONDENCE There was none.

MOVED (TURNER), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO GO INTO EXECUTIVE SESSION AT 9:43 P.M. FOR THE PURPOSE OF DISCUSSING POTENTIAL LAND ACQUISITION.



XI. EXECUTIVE SESSION: For the purpose of discussing potential land acquisition.

Mr. Blanchette requested that Mr. Phillips be present for the Executive Session.

PRESENT: BOS and Town Planner

Executive Session ended at 10:48 p.m.

MOVED (SPIELMAN), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO ADJOURN THE MEETING OF THE BOARD OF SELECTMEN AT 10:49 PM.

Submitted by  Approved by   
LouAnn Cannella Maurice Blanchette



TAX COLLECTOR'S REFUNDS/ABATEMENTS		V-A
MARCH, 2010		
DOLLAR AMOUNT	PERSON/CORPORATION REFUNDS	REASON FOR
\$28.62	CAB EAST LLC	VEHICLE SOLD
\$31.50	CARGILL DANIEL R	VEHICLE SOLD
\$5.71	CARGILL DANIEL R	VEHICLE SOLD
\$354.08	DOBROWOLSKI PETER F & DIANE M	OVERPAYMENT
\$7,398.13	FIRST AMERICAN COM RE TX SERV(for AutumnChase)	OVERPAYMENT
\$2,853.88	FIRST AMERICAN RE TX SERV(for Hart, KM & Griffin M)	DUPPLICATE PAYMENT
\$2,023.25	FIRST AMERICAN RE TX SERV(for LANNAN, DAVID K)	DUPPLICATE PAYMENT
\$1,547.38	FIRST AMERICAN RE TX SERV(for Ledey, CA&Amber C)	DUPPLICATE PAYMENT
\$4,734.88	FIRST AMERICAN RE TX SERV(for Singh, M&Bahrani S)	DUPPLICATE PAYMENT
\$2,547.75	FIRST AMERICAN RE TX SERV(for Wood Donald)	DUPPLICATE PAYMENT
\$6.05	GALE TRACY RICHARDSON	VEHICLE DOWNGRADE
\$1,935.63	KEOHANE KATHRYN ANNE	DUPPLICATE PAYMENT
\$991.39	MCLAUGHLIN MARCUS & MORREALE CHRISTINA	OVERPAYMENT
\$259.00	MCCONNELL ROBERT D & ANNIE R	OVERPAYMENT
\$6.87	MOSER BRENT R	VEHICLE SOLD
\$37.25	SESSA JUSTIN	VEHICLE TOTALLED
\$2,165.25	WELLS FARGO RE TX SERV LLC(for Dabica RE & DM)	DUPPLICATE PAYMENT
\$2,050.50	WELLS FARGO RE TX SERV LLC(for Gleason KT&CM)	DUPPLICATE PAYMENT
\$33.24	WHITE CARLETON M	VEHICLE DOWNGRADE
\$29,010.36	MARCH REFUND TOTAL	
	ABATEMENTS	
\$0.00	MARCH ABATEMENT TOTAL	
\$29,010.36	MARCH 2010 REFUND AND ABATEMENT TOTAL	
REFMAR10		

V-8

<b>TOWN OF ELLINGTON</b>	<b>The Computer Co.</b>		
<b>RFP-SERVICE AND MAINTENANCE</b>	<b>Cromwell, CT</b>		
<b>OF TOWN'S COMPUTER SYSTEM,</b>			
<b>DUE - MARCH 2, 2010</b>			
	On Site	Off Site	
<b>Proposal</b>	Hourly	Hourly	
Service during normal business hours	\$78.00	\$78.00	
Service workdays after normal hours	\$117.00	\$117.00	
Service on Saturdays	\$117.00	\$117.00	
Service on Sundays or Holidays	\$117.00	\$117.00	
Consulting Services	\$125.00	\$125.00	
Other Services Defined by Proposer	To Be	To Be	
	Negotiated	Negotiated	
The only bidder that submitted a proposal.			

## MEMORANDUM OF UNDERSTANDING

**1.      Recital:**      The signatories to this memorandum of understanding are the chief executive officers of the Towns of Somers, Stafford, Ellington and Tolland with the authority and the duty of appointing building officials in their respective towns under the provisions of Conn. Gen. Stat. 29-260. The building officials in these towns have found it necessary from time to time to call upon the assistance of each other when temporary absences from work, areas of expertise and the like indicate. It is the intent of the signatories hereto to regularize a useful and desirable practice.

**2.      Designation of Assistant Building Officials:**      Each signatory hereto does hereby designate the building official of each other town as an assistant building official in his town.

**3      Reimbursement of Participating Towns:**      It is anticipated that services by any assistant building official designated as such herein to any other town herein named will generally occur during normal work times and over time will approximately equalize with services performed by that town's building official as an assistant in his town. Thus, no town will be obliged to compensate any assistant herein named for his services as such, but the town which employs him as building official shall be solely responsible for his compensation. It is, however, recognized that inequity could occur in the event services by the building official of one town to any particular other town as an assistant substantially exceeded the time reciprocally rendered by the latter town's building official as an assistant in the former town. Accordingly, the signatories agree that their respective building officials will maintain records, in the form which the signatories shall agree upon, of the time expended by them during their normal working day as assistant in each of the other towns.

All such records shall be presented to the signatories by the tenth day following the end of each calendar quarter. In the event such records show that the building official for any town has expended more than five hours in that quarter as an assistant to another town in excess of the number of hours that the building inspector of that town has expended in serving as assistant in the former town, the latter town shall reimburse the former town for all such excess hours at the rate of Forty Dollars (\$40.00) per hour, such reimbursement to be made by the end of the month next succeeding the end of the calendar quarter. Thus, for illustration, if the building official of Town A serves Town B as assistant for 10 hours in a given calendar quarter, and the building official of Town B has served Town A as assistant for 4 hours, Town B will reimburse Town A for one hour of service, at Forty Dollars (\$40.00); if, however, the building official of Town B has served Town A for 5 hours, no reimbursement will be made.


**4.      Service as Assistant During Other than Normal Hours:**                      From time to time, occasioned by larger projects, plan review requirements and the like, it may become necessary to request the services of another town's building official to serve as an assistant in the requesting time at hours or on days outside the assistant's normal work day. In that event, his services shall be paid for directly to him by the requesting town at the rate of Forty Dollars (\$40.00) per hour. Such services shall not create an employer- employee relationship between the requesting town and the assistant but shall be considered contract services.

**5.      Primary Obligations of Assistants:**                      The parties acknowledge that the primary responsibility of each building official is to serve the town by which he is employed as such. Nothing in this memorandum of understanding shall oblige any building official to provide service to any other town as an assistant except to the extent his primary duties allow and he is willing to do so.

6.      **Indemnification:**      Each signatory acknowledges that services by any building official as an assistant to another town does not create any employer-employee relationship between such town and such building official. Notwithstanding the foregoing, each town shall indemnify each other town and hold such other town harmless from and against any and all claims arising out of services rendered to it as an assistant by the building official of such other town.

7.      **Annual Review:**      The signatories hereto agree that they will annually jointly review the terms of this memorandum to insure that it is the continuing best interests of their respective towns, and will make such amendments to its terms as they may then agree upon.

8      **Termination:**      The apportionment herein of the building official of each other town as the assistant building official in the signatories' respective towns shall automatically terminate as to any such building official upon the termination of his employment as a building official or his failure to maintain proper certification as building official. In addition, each signatory hereto may terminate his, his town's and his town's building officer's participation by written notice to each other signatory at any time.

Town of Somers            Date 2/12/10

Town of Stafford      \_\_\_\_\_      Date \_\_\_\_\_

Town of Ellington      \_\_\_\_\_      Date \_\_\_\_\_

Town of Tolland      \_\_\_\_\_      Date \_\_\_\_\_